

**IJH LAW**

Ignacio J. Hiraldo (State Bar No. 354826)

1100 Town & Country Road Suite 1250

Orange, CA 92868

E. [ijhiraldo@ijhlaw.com](mailto:ijhiraldo@ijhlaw.com)

T. 657.200.1403

*Counsel for Plaintiff and the Proposed Class*

Anthony J. Ellrod (State Bar No. 136574)

[tony.ellrod@manningkass.com](mailto:tony.ellrod@manningkass.com)

Natalya Vasyuk (State Bar No. 307419)

[natalya.vasyuk@manningkass.com](mailto:natalya.vasyuk@manningkass.com)

**MANNING & KASS**

**ELLROD, RAMIREZ, TRESTER LLP**

801 S. Figueroa St, 15<sup>th</sup> Floor

Los Angeles, California 90017-3012

Telephone: (213) 624-6900

Facsimile: (213) 624-6999

*Counsel for Defendant SANTA BARBARA*

*CORPORATE FITNESS, INC.*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

RHIANNA ORTENBERG,

Plaintiff,

v.

SANTA BARBARA CORPORATE  
FITNESS, INC.

Defendant.

Case No. 2:24-cv-10470-JAK-MAA

**STIPULATED PROTECTIVE  
ORDER**

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential,

1 proprietary, or private information for which special protection from public  
2 disclosure and from use for any purpose other than prosecuting this litigation may be  
3 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
4 the following Stipulated Protective Order. The parties acknowledge that this  
5 Stipulated Protective Order does not confer blanket protections on all disclosures or  
6 responses to discovery and that the protection it affords from public disclosure and  
7 use extends only to the limited information or items that are entitled to confidential  
8 treatment under the applicable legal principles. The parties further acknowledge, as  
9 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle  
10 them to file confidential information under seal; Local Rule 79-5 sets forth the  
11 procedures that must be followed and the standards that will be applied when a party  
12 seeks permission from the Court to file material under seal.

## 13 **2. GOOD CAUSE STATEMENT**

14 This action is likely to involve trade secrets, customer and pricing lists and  
15 other valuable research, development, commercial, financial, technical and/or  
16 proprietary information for which special protection from public disclosure and from  
17 use for any purpose other than prosecution of this action is warranted. Such  
18 confidential and proprietary materials and information consist of, among other things,  
19 confidential business or financial information, information regarding confidential  
20 business practices, or other confidential research, development, or commercial  
21 information (including information implicating privacy rights of third parties),  
22 information otherwise generally unavailable to the public, or which may be  
23 privileged or otherwise protected from disclosure under state or federal statutes, court  
24 rules, case decisions, or common law. Accordingly, to expedite the flow of  
25 information, to facilitate the prompt resolution of disputes over confidentiality of  
26 discovery materials, to adequately protect information the parties are entitled to keep  
27 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
28

1 material in preparation for and in the conduct of trial, to address their handling at the  
2 end of the litigation, and to serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case.

### 8 **3. DEFINITIONS**

9 3.1. Action: *Rhianna Ortenberg v. Santa Barbara Corporate Fitness, Inc.*,  
10 Case No. 2:224-cv-10470-JAK-MAA (C.D. Cal).

11 3.2. Challenging Party: A Party or Nonparty that challenges the designation of  
12 information or items under this Stipulated Protective Order.

13 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how  
14 it is generated, stored or maintained) or tangible things that qualify for protection  
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
16 Cause Statement.

17 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as  
18 their support staff).

19 3.5. Designating Party: A Party or Nonparty that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL.”

22 3.6. Disclosure or Discovery Material: All items or information, regardless of  
23 the medium or manner in which it is generated, stored, or maintained (including,  
24 among other things, testimony, transcripts, and tangible things), that is produced or  
25 generated in disclosures or responses to discovery in this matter.

26 3.7. Expert: A person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
28

1 an expert witness or as a consultant in this Action.

2 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.  
3 In-House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5 3.9. Nonparty: Any natural person, partnership, corporation, association, or  
6 other legal entity not named as a Party to this action.

7 3.10. Outside Counsel of Record: Attorneys who are not employees of a party  
8 to this Action but are retained to represent or advise a party to this Action and have  
9 appeared in this Action on behalf of that party or are affiliated with a law firm which  
10 has appeared on behalf of that party, and includes support staff.

11 3.11. Party: Any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, In-House Counsel, and Outside Counsel of  
13 Record (and their support staffs).

14 3.12. Producing Party: A Party or Nonparty that produces Disclosure or  
15 Discovery Material in this Action.

16 3.13. Professional Vendors: Persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20 3.14. Protected Material: Any Disclosure or Discovery Material that is  
21 designated as "CONFIDENTIAL."

22 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24 **4. SCOPE**

25 The protections conferred by this Stipulated Protective Order cover not only  
26 Protected Material, but also (1) any information copied or extracted from Protected  
27 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
28

1 and (3) any testimony, conversations, or presentations by Parties or their Counsel that  
2 might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the  
4 trial judge. This Stipulated Protective Order does not govern the use of Protected  
5 Material at trial.

## 6 **5. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Stipulated Protective Order shall remain in effect until a Designating  
9 Party agrees otherwise in writing or a court order otherwise directs. Final disposition  
10 shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
11 Action, with or without prejudice; and (2) final judgment herein after the completion  
12 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

## 15 **6. DESIGNATING PROTECTED MATERIAL**

### 16 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or Nonparty that designates information or items for protection  
18 under this Stipulated Protective Order must take care to limit any such designation to  
19 specific material that qualifies under the appropriate standards. The Designating  
20 Party must designate for protection only those parts of material, documents, items, or  
21 oral or written communications that qualify so that other portions of the material,  
22 documents, items, or communications for which protection is not warranted are not  
23 swept unjustifiably within the ambit of this Stipulated Protective Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (*e.g.*, to unnecessarily encumber the case development process or to impose  
27 unnecessary expenses and burdens on other parties) may expose the Designating  
28

1 Party to sanctions.

2 6.2. Manner and Timing of Designations.

3 Except as otherwise provided in this Stipulated Protective Order (*see, e.g.,*  
4 Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery  
5 Material that qualifies for protection under this Stipulated Protective Order must be  
6 clearly so designated before the material is disclosed or produced. Designation in  
7 conformity with this Stipulated Protective Order requires the following:

8 (a) For information in documentary form (*e.g.,* paper or electronic documents,  
9 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
10 Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page  
11 that contains protected material. If only a portion or portions of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the protected  
13 portion(s) (*e.g.,* by making appropriate markings in the margins).

14 A Party or Nonparty that makes original documents available for inspection  
15 need not designate them for protection until after the inspecting Party has indicated  
16 which documents it would like copied and produced. During the inspection and  
17 before the designation, all of the material made available for inspection shall be  
18 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
19 it wants copied and produced, the Producing Party must determine which documents,  
20 or portions thereof, qualify for protection under this Stipulated Protective Order.  
21 Then, before producing the specified documents, the Producing Party must affix the  
22 legend “CONFIDENTIAL” to each page that contains Protected Material. If only a  
23 portion or portions of the material on a page qualifies for protection, the Producing  
24 Party also must clearly identify the protected portion(s) (*e.g.,* by making appropriate  
25 markings in the margins).

26 (b) For testimony given in depositions, that the Designating Party identify the  
27 Disclosure or Discovery Material on the record, before the close of the deposition,  
28

1 all protected testimony.

2 (c) For information produced in nondocumentary form, and for any other  
3 tangible items, that the Producing Party affix in a prominent place on the exterior of  
4 the container or containers in which the information is stored the legend  
5 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
6 protection, the Producing Party, to the extent practicable, shall identify the protected  
7 portion(s).

### 8 6.3. Inadvertent Failure to Designate.

9 If timely corrected, an inadvertent failure to designate qualified information or  
10 items does not, standing alone, waive the Designating Party’s right to secure  
11 protection under this Stipulated Protective Order for such material. Upon timely  
12 correction of a designation, the Receiving Party must make reasonable efforts to  
13 assure that the material is treated in accordance with the provisions of this Stipulated  
14 Protective Order.

## 15 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

### 16 7.1. Timing of Challenges.

17 Any Party or Nonparty may challenge a designation of confidentiality at any  
18 time that is consistent with the Court’s Scheduling Order.

### 19 7.2. Meet and Confer.

20 The Challenging Party shall initiate the dispute resolution process, which shall  
21 comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s  
22 Procedures (“Mandatory Telephonic Conference for Discovery Disputes”).<sup>1</sup>

### 23 7.3. Burden of Persuasion.

24 The burden of persuasion in any such challenge proceeding shall be on the  
25 Designating Party. Frivolous challenges, and those made for an improper purpose  
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

27  
28 <sup>1</sup> Judge Audero’s Procedures are available at  
<https://www.cacd.uscourts.gov/honorable-maria-audero>.



1 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
2 or withdrawn the confidentiality designation, all parties shall continue to afford the  
3 material in question the level of protection to which it is entitled under the Producing  
4 Party's designation until the Court rules on the challenge.

## 5 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

### 6 **8.1. Basic Principles.**

7 A Receiving Party may use Protected Material that is disclosed or produced by  
8 another Party or by a Nonparty in connection with this Action only for prosecuting,  
9 defending, or attempting to settle this Action. Such Protected Material may be  
10 disclosed only to the categories of persons and under the conditions described in this  
11 Stipulated Protective Order. When the Action reaches a final disposition, a Receiving  
12 Party must comply with the provisions of Section 14 below.

13 Protected Material must be stored and maintained by a Receiving Party at a  
14 location and in a secure manner that ensures that access is limited to the persons  
15 authorized under this Stipulated Protective Order.

### 16 **8.2. Disclosure of "CONFIDENTIAL" Information or Items.**

17 Unless otherwise ordered by the Court or permitted in writing by the  
18 Designating Party, a Receiving Party may disclose any information or item  
19 designated "CONFIDENTIAL" only to:

20 (a) The Receiving Party's Outside Counsel of Record, as well as employees of  
21 said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
22 information for this Action;

23 (b) The officers, directors, and employees (including In-House Counsel) of the  
24 Receiving Party to whom disclosure is reasonably necessary for this Action;

25 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary  
26 for this Action and who have signed the "Acknowledgment and Agreement to Be  
27 Bound" (Exhibit A);  
28



1 (d) The Court and its personnel;

2 (e) Court reporters and their staff;

3 (f) Professional jury or trial consultants, mock jurors, and Professional  
4 Vendors to whom disclosure is reasonably necessary or this Action and who have  
5 signed the “Acknowledgment and Agreement to be Bound” (Exhibit A);

6 (g) The author or recipient of a document containing the information or a  
7 custodian or other person who otherwise possessed or knew the information;

8 (h) During their depositions, witnesses, and attorneys for witnesses, in the  
9 Action to whom disclosure is reasonably necessary provided: (i) the deposing party  
10 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
11 (Exhibit A); and (ii) the witness will not be permitted to keep any confidential  
12 information unless they sign the “Acknowledgment and Agreement to Be Bound,”  
13 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of  
14 transcribed deposition testimony or exhibits to depositions that reveal Protected  
15 Material may be separately bound by the court reporter and may not be disclosed to  
16 anyone except as permitted under this Stipulated Protective Order; and

17 (i) Any mediator or settlement officer, and their supporting personnel,  
18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
20 **PRODUCED IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other litigation  
22 that compels disclosure of any information or items designated in this Action as  
23 “CONFIDENTIAL,” that Party must:

24 (a) Promptly notify in writing the Designating Party. Such notification shall  
25 include a copy of the subpoena or court order;

26 (b) Promptly notify in writing the party who caused the subpoena or order to  
27 issue in the other litigation that some or all of the material covered by the subpoena  
28

1 or order is subject to this Stipulated Protective Order. Such notification shall include  
2 a copy of this Stipulated Protective Order; and

3 (c) Cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected. If the  
5 Designating Party timely seeks a protective order, the Party served with the subpoena  
6 or court order shall not produce any information designated in this action as  
7 “CONFIDENTIAL” before a determination by the Court from which the subpoena  
8 or order issued, unless the Party has obtained the Designating Party’s permission.  
9 The Designating Party shall bear the burden and expense of seeking protection in that  
10 court of its confidential material and nothing in these provisions should be construed  
11 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
12 directive from another court.

13 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
14 **PRODUCED IN THIS LITIGATION**

15 10.1. Application.

16 The terms of this Stipulated Protective Order are applicable to information  
17 produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such  
18 information produced by Nonparties in connection with this litigation is protected by  
19 the remedies and relief provided by this Stipulated Protective Order. Nothing in these  
20 provisions should be construed as prohibiting a Nonparty from seeking additional  
21 protections.

22 10.2. Notification.

23 In the event that a Party is required, by a valid discovery request, to produce a  
24 Nonparty’s confidential information in its possession, and the Party is subject to an  
25 agreement with the Nonparty not to produce the Nonparty’s confidential information,  
26 then the Party shall:

27 (a) Promptly notify in writing the Requesting Party and the Nonparty that some  
28

1 or all of the information requested is subject to a confidentiality agreement with a  
2 Nonparty; (b) Promptly provide the Nonparty with a copy of the Stipulated Protective  
3 Order in this Action, the relevant discovery request(s), and a reasonably specific  
4 description of the information requested; and

5 (c) Make the information requested available for inspection by the Nonparty,  
6 if requested.

7 10.3. Conditions of Production.

8 If the Nonparty fails to seek a protective order from this Court within fourteen  
9 (14) days after receiving the notice and accompanying information, the Receiving  
10 Party may produce the Nonparty's confidential information responsive to the  
11 discovery request. If the Nonparty timely seeks a protective order, the Receiving  
12 Party shall not produce any information in its possession or control that is subject to  
13 the confidentiality agreement with the Nonparty before a determination by the Court.  
14 Absent a court order to the contrary, the Nonparty shall bear the burden and expense  
15 of seeking protection in this Court of its Protected Material.

16 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
18 Protected Material to any person or in any circumstance not authorized under this  
19 Stipulated Protective Order, the Receiving Party immediately must (1) notify in  
20 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
21 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or  
22 persons to whom unauthorized disclosures were made of all the terms of this  
23 Stipulated Protective Order, and (4) request such person or persons to execute the  
24 "Acknowledgment and Agreement to be Bound" (Exhibit A).

25 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
26 **OTHERWISE PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain  
28

1 inadvertently produced material is subject to a claim of privilege or other protection,  
2 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
3 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
4 may be established in an e-discovery order that provides for production without prior  
5 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
6 parties reach an agreement on the effect of disclosure of a communication or  
7 information covered by the attorney-client privilege or work product protection, the  
8 parties may incorporate their agreement in the Stipulated Protective Order submitted  
9 to the Court.

### 10 **13. MISCELLANEOUS**

#### 11 13.1. Right to Further Relief.

12 Nothing in this Stipulated Protective Order abridges the right of any person to  
13 seek its modification by the Court in the future.

#### 14 13.2. Right to Assert Other Objections.

15 By stipulating to the entry of this Stipulated Protective Order, no Party waives  
16 any right it otherwise would have to object to disclosing or producing any information  
17 or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
18 no Party waives any right to object on any ground to use in evidence of any of the  
19 material covered by this Stipulated Protective Order.

#### 20 13.3. Filing Protected Material.

21 A Party that seeks to file under seal any Protected Material must comply with  
22 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
23 order authorizing the sealing of the specific Protected Material at issue. If a Party's  
24 request to file Protected Material under seal is denied by the Court, then the Receiving  
25 Party may file the information in the public record unless otherwise instructed by the  
26 Court.

### 27 **14. FINAL DISPOSITION**

28

1 After the final disposition of this Action, within sixty (60) days of a written  
2 request by the Designating Party, each Receiving Party must return all Protected  
3 Material to the Producing Party or destroy such material. As used in this subdivision,  
4 “all Protected Material” includes all copies, abstracts, compilations, summaries, and  
5 any other format reproducing or capturing any of the Protected Material. Whether the  
6 Protected Material is returned or destroyed, the Receiving Party must submit a written  
7 certification to the Producing Party (and, if not the same person or entity, to the  
8 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
9 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
10 that the Receiving Party has not retained any copies, abstracts, compilations,  
11 summaries or any other format reproducing or capturing any of the Protected  
12 Material. Notwithstanding this provision, Counsel is entitled to retain an archival  
13 copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal  
14 memoranda; correspondence; deposition and trial exhibits; expert reports; attorney  
15 work product; and consultant and expert work product, even if such materials contain  
16 Protected Material. Any such archival copies that contain or constitute Protected  
17 Material remain subject to this Stipulated Protective Order as set forth in Section 5.

## 18 **15. VIOLATION**

19 Any violation of this Stipulated Order may be punished by any and all  
20 appropriate measures including, without limitation, contempt proceedings and/or  
21 monetary sanctions.  
22  
23  
24  
25  
26  
27  
28

1  
2 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

3  
4 Dated: June 25, 2025

/s/ Ignacio J. Hiraldo

5 Attorney(s) for Plaintiff(s)

6  
7 Dated: June 25, 2025

/s/ Natalya Vasyuk (authorized on June 25, 2025)

8 Attorney(s) for Defendant(s)

9  
10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

11  
12 Dated: 06/27/2025

13   
Maria A. Audero

14 United States Magistrate Judge  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_[full name], of  
\_\_\_\_\_[address], declare under penalty of perjury that I  
have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
\_\_\_\_\_[date] in the case of \_\_\_\_\_[case  
name and number]. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order, and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_[full name]  
of \_\_\_\_\_[address and telephone number]  
as my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State Where Sworn and Signed: \_\_\_\_\_